

The Earl of Cleveland.

THE onely Objection which the Lady *Belhaven's* Council now make against the passing of the Earl's Bill, is, That *Blackwell* by a *Dred* dated .. of March, 1657. did acknowledge, That he owed the Usurper 13000 l. and did direct the Mannors to be sold, and by Sale thereof, to pay the 13000 l. This they call a *Stated Debt*, which they say the Earl ought to pay to the Lady *Belhaven*, although nothing should be due to *Blackwell* from the Earl.

Answer. The Truth of the Case is this :

IN 1642. There was 21000 l. or thereabouts due upon the Mortgages of the Mannors of *Stepney* and *Hackney*; in 1652. the Interest did raise the Debt to 30000 l. and upwards, little Profits being at that time to be received (most of the Estate being in Lease under a small Rent, untill the year 1652. and that which was to be had, extended by the Lady *Weld* upon a Statute); That Sir *William Smith* and others who had Interest in those Mortgages, did dispose of the Mannors of *Stepney* and *Hackney*, and most of the Mortgaged Lands to *Blackwell* for 28000 l. part of which, viz. 11000 l. or thereabouts, he really paid; the residue he was to pay to Dr. *Glembam*, Sir *William Smith* and others, at dayes to come; for security whereof, they kept the Mannors ingaged, but did permit *Blackwell* to enter and take the Profits; which he did to Lady Day 1658. that Rent included; and during that time, did dispose of divers parcells of the Land for Money, but paid not one penny of the remaining Debt to Sir *William Smith*, or Dr. *Glembam*; but they earnestly pressing him for their Money, or that they would re-enter upon the Mannors, he did consent the Mannors should be sold, and did by Indenture the 22. of March 1657. which is within three days of Lady Day 1658, convey his Interest in the Mannors to Sir *William Smith*, and *Edward Gittings* Esquire, to be sold for the payment of the said Sums of Money, and of 13000 l. to the Usurper; (And this Direction of *Blackwell* to pay the said 13000 l. is by them called a *Stated Debt*, and, they say, chargeth the Earl's Land, although *Blackwell* hath received his whole Money, Principal and Interest;) That Sir *William Smith*, and *Edward Gittings* could not sell to pay the 13000 l. untill they had first cleared the Estate of the Mortgages; so they sold Land to the value of about 8000 l. to pay part of the Mortgage-Money: But before they could sell to pay the 13000 l. His Gracious Majesty was Restored, and the Earl to the Redemption of his Estate, paying to every body what they had *Bona fide* advanced upon it. That Sir *William Smith* and the rest concerned therein, have freely submitted to the Earl's Redemption, and have used him kindly therein; But the Lady *Belhaven* who claims *Blackwell's* Interest, doth refuse to come to account with the Earl. The Truth is, Sir *William Smith* did deliver the Lady *Belhaven* a full and perfect account of what *Blackwell* had paid and received, and proved it to her; and if she had doubted any Particular, she might have been satisfied by *Blackwell* himself, who was then alive: But after she had referred the said Account to a Merchant to cast up, and by him found there was nothing due to *Blackwell*, then she did resort to the *Saving* in the ACT, and most unjustly endeavours to force the Earl to pay the said 13000 l. after she hath been satisfied that there is nothing due unto her.